# BID OPENING CITY OF SAN JOSE OFFICE OF THE CITY CLERK

# RECEIVED San Jose City Clerk City Clerk 2010 APR Filme Staffb

| TOTAL BASE BID 170, 400,00 |
|----------------------------|
| ALT NO. 1                  |
| ALT NO. 2                  |
| ALT NO. 3                  |
| Alt No. 4                  |
| Alt No. 5                  |
| i i                        |
|                            |

BID DATE: Thursday April 22, 2010

Project Manager: Allan Andaya ~ 975.7484

# **GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT**

| BIDDER NAME: FERMIN      | SIERRA | CONSTRUCTION |
|--------------------------|--------|--------------|
| BondCashier's Check_     | . ,    |              |
| Addendums Included ( 0 ) |        | YESNO        |
| Non-Collusion Affidavit  |        | YESNO        |

BID DOCUMENTS

# PROPOSAL TO CITY OF SAN JOSÉ

## **FOR**

## GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT

Name of Bidder:

The representations herein are made under penalty of perjury.

To: The City of San José, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on January 09, 2009, entitled GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT and the Specifications approved by the Director of Public Works on January 09, 2009, entitled GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT on file in the office of the Director of Public Works of the City of San José in City Hall, San José, California; that the bidder has thoroughly examined said Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San José, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf

## SCHEDULE OF QUANTITIES

## PROJECT: Gundersen Drive Storm Drain Improvement Project

CONTRACTOR: File No.: 5269

| CONT        | RACTO                     | Δ.  | File No.: 5209 |              |               |                |  |
|-------------|---------------------------|---|----------------|--------------|---------------|----------------|--|
| ITEM<br>NO. | SPEC.<br>SECT             | ITEM DESCRIPTION  | UNIT           | EST.<br>QTY. | UNIT<br>PRICE | EXTENSION      |  |
| 1           | 5-2                       | Street Clean-up (Minimum \$500 per day) (Revocable)   | Day            | 15           | \$ 500.00     | \$7,500.00     |  |
| 1b.         | 5-2                       | Street Clean-Up ( Additional unit price above minimum price listed in Item No. 1a. above) (Revocable) | Day            | 15           | 10            | 150            |  |
| 2           | 11-1                      | Mobilization(Revocable) (\$10,000 Fixed Bid)  | L.S.           | 1            | 10,000.00     | 10,000.00      |  |
| 3           | 12-1                      | Traffic Control   | L.S.           | 1            | 5,000         | 5,000          |  |
| 4           | 12-2                      | Police Officer (min. \$50.00 per hr.) (Revocable)   | Hr.            | 120          | 50            | 5,000          |  |
| 5           | 15-1.02                   | Additional Potholing<br>(Revocable)   | Ea.            | 2            | 100           | 200            |  |
| 6           | 15-3                      | Utility Conflict (Revocable) (\$10,000 Fixed Bid)   | L.S.           | 1            | 10,000.00     | 10,000.00      |  |
| 7           | 25-1                      | Additional Backfill Material (Revocable)  | Ton            | 15           | 10            | 150            |  |
| 8           | 39-1                      | Additional Asphalt Concrete Pavement (Revocable)  | Ton            | 50           | 10            | 500            |  |
| 9           | 73-1                      | Additional Curb & Gutter (Revocable)  | L.F.           | 30           | 10            | 3 <i>0</i> 0   |  |
| 10          | 81-2                      | Replace City Standard Monument (Revocable)  | Ea.            | 1            | 800           | 800            |  |
| 11          | 1301-2                    | Trench Sheeting, Shoring and Bracing  | L.S.           | 1            | 2,500         | 2,500          |  |
| 12          | 1301-7                    | Bedding Stabilization Material (Revocable)  | Ton            | 225          | 10            | 2,500<br>2,250 |  |
| 13          | 1302-2                    | Install 12-inch Dia, DIP, Thickness<br>Class 52   | L.F.           | 75           | 150           | 11,250         |  |
| 14          | 1302-2                    | Install 20-inch Dia. DIP, Thickness<br>Class 52   | L.F.           | 420          | 200           | 84,000         |  |
| 15          | 1305-1                    | Standard Concentric Manhole, D-11 (21-inch & Smaller Diameter Pipe)                                   | Ea.            | 2            | 7,500         | 84,000         |  |
| 16          | 1305-1                    | Standard Regular Hooded Inlet   | Ea.            | 2            | 7,500         | 15,000         |  |
|             | agit er er<br>Gusta avers |   |                |              | TOTAL         | 170,600        |  |

partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San José, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San José.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

- 1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
- 2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
- 3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

# **NONCOLLUSION AFFIDAVIT**

| Project Title: GUNDERSEN DRIVE STORM DRAIN   | IMPROVEMENT   |
|--|---|
|  | , being first duly sworn, deposes and says that he/she is   |
| partnership, company, association, organization, or corpor<br>the bidder has not directly or indirectly induced or solicite<br>directly or indirectly colluded, conspired, connived, or age<br>that anyone shall refrain from bidding; that the bidder<br>agreement, communication or conference with anyone to f<br>overhead, profit, or cost element of the bid price, or of that<br>public body awarding the contract of anyone interested in tare true; and further, that the bidder has not, directly or in<br>thereof, or the contents thereof, or divulged information or | e in the interest of, or on behalf of, any undisclosed person, ration; that the bid is genuine and not collusive or sham; that d any other bidder to put in a false or sham bid, and has not reed with any bidder or anyone else to put in a sham bid, or has not in any manner, directly or indirectly, sought by ix the bid price of the bidder or any other bidder, or to fix any to f any other bidder, or to secure any advantage against the the proposed contract; that all statements contained in the bid indirectly, submitted his or her bid price or any breakdown data relative thereto, or paid, and will not pay, any fee to any tion, bid depository, or to any member or agent thereof the |
| that he/she has not, either directly or indirectly, entered int<br>taken any action in restraint of free competitive bidding in<br>making a false certification may subject certifier to crimin  | tion 112, the bidder hereby states, under penalty of perjury, o any agreement, participated in any collusion, or otherwise in connection with this contract. Bidders are cautioned that hal prosecution.  If the the information contained in this proposal and all   |
|  | 120 105 10  |
| Fermin Sierre Construction Inc.  | City Business Lic. No.: 462 085 1210  |
| Legal Company Name   | Expiration Date: 6-15-10 State Contractor Lic. No.: 767511  |
| <i>t</i>   | State Contractor Lic. No.: 767311   |
| Corporation  | Classification: <u>"#"</u>  |
| Indicate Type of Entity: Sole Proprietorship,  | Expiration Date: <u>08-31-11</u>  |
| Partnership (General/Limited Partners),  | Federal I. D. No.: <u>94-331/563</u>  |
| Corporation, Joint Venture, etc.   | Address: 32203-Almoden Blud.  |
| ,  | Union City, B., 94587   |
| 1.0  |   |
| By him ! Sim   | Telephone: (510) 784-6376   |
| Title:   |   |
| *************  | *******************   |
|  | 13 M. SLEAUS NOTAG PUBLICE, personally appeared (name and title of officer)   |
| Flowcesia V Sizano   | , personally known to me (o <del>r proved to me on the</del>  |
|  | se name(s) is/are subscribed to the within instrument and   |
|  |   |
|  | me in his/her/their authorized capacity(ies), and that by   |
|  | ), or the entity upon behalf of which the person(s) acted,  |
| executed the instrument.   |   |
| , ,  | ws of the State of California that the foregoing paragraph is   |
| true and correct.  WITNESS my hand and official seal.  | GUADALUPE M.C. SIERRA<br>COMM. # 1772470  |
| Signature / Musa In  | (Seal) ALAMEDA COUNTY   |
| Notary Public  | My Comm. Expires Oct. 8, 2011   |
| , ,  | Page 3 of 3 Rev. 1/22/08  |
| W  | 10 On 11-1 Dunalalana   |

Page 3 of 3 10

5269

**Special Provisions** 

# CALIFORNIA ALL-PURPOSE

| CERTIFICATE OF A   | CKNOWLEDGMENT   |
|--|---|
| State of CAUFOLNIA)  |   |
| County of ALAMEDA )  |   |
| On April 22, 2010 before me, GRADA  personally appeared FRANCESED V.   |   |
| name(s) is/are subscribed to the within instrument a   | nsis of satisfactory evidence) to be the person(s) whose and acknowledged to me that he/she/they executed the that by his/her/their signature(s) on the instrument the on(s) acted, executed the instrument.  |
| WITNESS my hand and official seal.   | GUADALUPE M.C. SIERRA  COMM. # 1772470  NOTARY PUBLIC - CALIFORNIA ALAMEDA COUNTY  My Comm. Expires Oct. 8, 2011  |
| Signature of Notary Public   | (Scal)  |
| ADDITIONAL OPTI  | ONAL INFORMATION  |
| DESCRIPTION OF THE ATTACHED DOCUMENT  ON Collusion of the Attached document)  TON PROBLEMENT FOR CITY &  (Title or description of attached document continued) | INSTRUCTIONS FOR COMPLETING THIS FORM  Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required. |

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- · Securely attach this document to the signed document

Number of Pages 1 Document Date 4 22/10

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☐ Partner(s)

 $\square$  Trustee(s)

□ Other

☐ Corporate Officer

☐ Attorney-in-Fact

(Title)

# BIDDER'S BOND

| <u>D</u>  | IDDEK S DOIND  |   |
|---|--|---|
| KNOW ALL PERSONS BY THE   | SE PRESENTS:   | an prototogram & I  |
| bonds required or authorized by the unto the City of San José (hereing (10%) OF THE TOTAL AMOUNTS SAID Principal to the City of San Sum in lawful money of the Unit                       | INSURANCE GOMPANY, a corporate and duly licensed and the State of California, as SURETY, a after called the "City"), in the penal IT OF THE BID of the Principal above, for the work described below; feed States, well and truly to be made a successors, jointly and severally, firsty hereunder exceed the sum of | re held and firmly bound<br>sum of TEN PERCENT<br>ove named, submitted by<br>for the payment of which<br>e, we bind ourselves, our<br>mly by these presents. In |
|   | IIS OBLIGATION IS SUCH,  |   |
| José, for certain construction spec<br>the Office of the City Clerk, City<br>San José, California 95113, on A<br>IMPROVEMENT.   | al has submitted the above mentione<br>ifically described as follows, for whice<br>of San José, City Hall, 200 E. Santa (<br>april 22, 2010, for GUNDERSEN I   | Clara St., Wing, 2 <sup>nd</sup> Floor,<br>DRIVE STORM DRAIN  |
| time and manner required under Principal for signature, enters into the bid, and files a Faithful Perforequired insurance policies with the by law, then the obligation shall and effect. | the aforesaid Principal is awarded the specifications, after the prescribe a written contract, in the prescribed ormance Bond and a Contractor's Pathe City, all as required by the specific be null and void; otherwise it shall to   | forms, in accordance with yment Bond, and files the cations and the contract or see and remain in full force  |
| Surety and its bond shall be in n which the Owner may accept su extension.  | ceived, hereby stipulates and agrees<br>o way impaired or affected by any ex<br>ch Bid; and said Surety does hereby  | waive notice of any such  |
| In the event suit is broug<br>the Surety shall pay all costs<br>attorney's fee to be fixed by the   | th upon this bond by the Obligee are incurred by the Obligee in such sucourt.  | nd judgement is recovered,<br>uit, including a reasonable   |
|   | Page 1 of 2  | Rev. 09/07/05   |
| 35BIDDER  | 11   | Special Provisions  |

35BIDDER. 5269

Page 1 of 2

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this  $_{20\mathrm{TH}}$  day of APRIL , 200% 2010. SURETY PRINCIPAL FERMIN SIERRA CONSTRUCTION, INC. INTERNATIONAL FIDELITY INSURANCE COMPANY Legal Company Name Legal Company Name CORPORATION Indicate Type of Entity Ву Title Traceso V. Sierrz By  $\mathbf{B}\mathbf{y}$ Title: Title: (Affix Corporate Seals) (Attach Acknowledgments of both Principal and Surety signatures) Rev. 09/07/05 Page 2 of 2 35BIDDER Special Provisions 5269

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|----------|----|--|--|
|          | 1. |  |  |
|          |    |  |  |
| 7. V. V. |    |  |  |

w.

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State of California

County of San Mateo

On APRIL 20, 2010 before me, MaryAnn Worman, Notary Public personally appeared Greg McCartney (x) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARYANN WORMAN
Commission # 1795663
Notary Public - California
Scan Mateo County
MyComm. Expires May 11, 2012

MaryAnn Worman, Notary Public

## **Optional Information**

Though law does not require the information below, it may prove valuable to person(s) relying on the document and could prevent fraudulent reattachment of this form.

The signer claims to be the attorney-in-fact of the company executing the attached document.

Any inquiries regarding the preparation of this document should be directed to:

James E. McGovern, Inc. 1625 El Camino Real Belmont, CA 94002 (650) 593-8216

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## POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

### FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

GREG MCCARTNEY, FRANCES R. BRUNO, STEVE SUISSA

Belmont, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE (COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

THELITY INSURANCE SEAL TO SEAL THE SEAL

IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 31st day of August, A.D. 1998.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

Vice-President

On this 31st day of August 1998, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY My Commission Expires Nov. 21, 2005

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 20TH

day of APRIL

2010

Maria H. Scranco

# LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San José Standard Specifications, July 1992.

| (mysters and te               | <del> </del>      |                           | <br>., |   |  | <br> |   |
|-------------------------------|-------------------|---------------------------|--------|---|--|------|---|
| PORTION OF WORK               | Woring Swall Bung | Post TV Inspection        |        |   |  |      |   |
| LOCATION OF PEACE OF BUSINESS | Sou Mertin G.     | Disturbery Bay            |        | · |  |      |   |
| NAME OF SUBCONTRACTOR         | Duren Perimi      | Advence Proline Trapolina |        |   |  |      | · |

# LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San José Standard Specifications, July 1992.

| Danie by Diffe                | <br> | <del></del> | <br> | <br> | <br> | <br> | <br>F |
|-------------------------------|------|-------------|------|------|------|------|-------|
| PORTION OF WORK               |      |             |      |      |      |      |       |
| LOCATION OF PLACE OF BUSINESS |      |             |      |      |      |      |       |
| NAME OF SUBCONTRACTOR         |      |             |      | ·    |      |      |       |

# STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

| PROJECT NAME  | AGENCY/ENTITY                         | CONTRACT AMOUNT |
|---|---------------------------------------|-----------------|
| Server Collection   | City of Modesto                       | # 494,250       |
| System  | ·                                     |                 |
| <del></del>   | ,                                     | •               |
| Moorpork/W. Son Jose  | City of Son Jose                      | £ 380,800 -     |
| Sower Rehab   |                                       |                 |
|   |                                       |                 |
| Brace Ave/Pene Lu<br>Sewer Rebab  | City of Szu Tose                      | \$380,000±      |
| Sewer Relieb  |                                       |                 |
|   | ,<br>                                 |                 |
| Annz-Rosznnz Alley  | City of Gilroy                        | \$714.000°      |
| Sewer Replacement   |                                       | \$714,000°      |
| September 18 Comment of the Comment |                                       |                 |
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The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

| PROJECT NAME                              | AGENCY/ENTITY                         | CONTRACT AMOUNT |
|---|---------------------------------------|-----------------|
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# BID OPENING San Jose City Clerk

CITY OF SAN JOSE OFFICE OF THE CITY CLERK

City Clerk Time Stamp

|                                    | TOTAL BASE BID 174, 750.00 |
|------------------------------------|----------------------------|
|                                    | ALT NO. 1                  |
|                                    | ALT NO. 2                  |
|                                    | ALT NO. 3                  |
|                                    | Alt No. 4                  |
|                                    | Alt No. 5                  |
| BID DATE: Thursday April 22, 2010  | )                          |
| Project Manager:  Allan Andaya ∼ 9 | 75.7484                    |
|                                    |                            |
| GUNDERSEN DRIVE S                  | STORM DRAIN IMPROVEMENT    |
| BIDDER NAME: PAUFIC V              | INDER GROUND CONSTRUCTION  |
| Bond_ √Cashier's Check             |                            |
| Addendums Included ( 🇯 )           | YESNO                      |
| Ion-Collusion Affidavit            | YES_1/NO                   |
|                                    | •                          |

# BID DOCUMENTS

5269

# PROPOSAL TO CITY OF SAN JOSÉ

## **FOR**

## GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT

Name of Bidder:

Pacific Underground Construction, Inc.

The representations herein are made under penalty of perjury.

To: The City of San José, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on January 09, 2009, entitled GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT and the Specifications approved by the Director of Public Works on January 09, 2009, entitled GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT on file in the office of the Director of Public Works of the City of San José in City Hall, San José, California; that the bidder has thoroughly examined said Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San José, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf

## SCHEDULE OF QUANTITIES

PROJECT: Gundersen Drive Storm Drain Improvement Project

5269 File No.: CONTRACTOR: PACIFIC UNDERGROUND CONSTRUCTION, INC. EST. EXTENSION ITEM DESCRIPTION UNIT UNIT ITEM SPEC. OTY. PRICE SECT NO. \$7,500.00 Street Clean-up (Minimum \$500 per 15 500.00 5-2 Day day) (Revocable) Street Clean-Up ( Additional unit price 75.00 5.00 above minimum price listed in Item No. 15 Day 5-2 1b. 1a. above) (Revocable) Mobilization(Revocable) (\$10,000 10,000.00 10,000.00 1 2 11-1 L.S. Fixed Bid) 1,650.00 1 1,650.00 Traffic Control L.S. 3 12-1 6,600.00 120 55.00 Police Officer (min. \$50.00 per hr.) Hr. 4 12-2 (Revocable) 400.00 2 200.00 Additional Potholing Ea. 5 15-1.02 (Revocable) 10,000.00 10,000.00 Utility Conflict (Revocable) (\$10,000 L.S. 6 15-3 1 Fixed Bid) Additional Backfill Material 15 10.00 150.00 Ton 25-1 (Revocable) 3,750.00 75.00 Additional Asphalt Concrete Pavement Ton 50 39-1 8 (Revocable) Additional Curb & Gutter L.F. 30 9 73-1 50.00 1,500.00 (Revocable) 1,000.00 Replace City Standard Monument Ea. 1 1,000.00 10 81-2 (Revocable) Trench Sheeting, Shoring and Bracing L.S. 1 700.00 700.00 11 1301-2 4,500.00 Ton 225 Bedding Stabilization Material 20.00 12 1301-7 (Revocable) L.F. Install 12-inch Dia. DIP, Thickness 75 1302-2 13,125.00 13 175.00 Class 52 100,800.00 Install 20-inch Dia. DIP, Thickness L.F. 420 240.00 14 1302-2 Class 52 Standard Concentric Manhole, D-11 Ea. 2 3,500.00 7,000.00 15 1305-1 (21-inch & Smaller Diameter Pipe) 6,000.00 3,000.00 Standard Regular Hooded Inlet 16 1305-1 Ea. TOTAL 174,750.00



Lic. #423419

1817 STONE AVE.

SAN JOSE, CA 95125-1311

(408) 977-1655

FAX (408) 977-1659

Pacific Underground Construction, Inc. State of California Corporation

President – Thad J. Corbett Secretary – Barbara J. Corbett

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partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San José, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San José.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

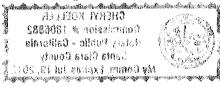
- 1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
- 2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
- 3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.



# **NONCOLLUSION AFFIDAVIT**

| Project Title: GUNDERSEN DRIVE STORM DRAIN Thad M. Corbett  | IMPROVEMENT, being first duly sworn, deposes and says that he/she is  |
|---|---|
| partnership, company, association, organization, or corpor<br>the bidder has not directly or indirectly induced or solicite<br>directly or indirectly colluded, conspired, connived, or ag<br>that anyone shall refrain from bidding; that the bidder<br>agreement, communication or conference with anyone to<br>overhead, profit, or cost element of the bid price, or of that<br>public body awarding the contract of anyone interested in<br>are true; and further, that the bidder has not, directly or in<br>thereof, or the contents thereof, or divulged information or | the in the interest of, or on behalf of, any undisclosed person, ration; that the bid is genuine and not collusive or sham; that any other bidder to put in a false or sham bid, and has not greed with any bidder or anyone else to put in a sham bid, or has not in any manner, directly or indirectly, sought by fix the bid price of the bidder or any other bidder, or to fix any at of any other bidder, or to secure any advantage against the the proposed contract; that all statements contained in the bid indirectly, submitted his or her bid price or any breakdown or data relative thereto, or paid, and will not pay, any fee to any tion, bid depository, or to any member or agent thereof the |
| that he/she has not, either directly or indirectly, entered int<br>taken any action in restraint of free competitive bidding i<br>making a false certification may subject certifier to crimin  | tion 112, the bidder hereby states, under penalty of perjury, to any agreement, participated in any collusion, or otherwise in connection with this contract. Bidders are cautioned that nal prosecution.  y that the information contained in this proposal and all  |
| Pacific Underground Construction, Inc.  | City Business Lic. No.: 6427390210  |
| Legal Company Name  | Expiration Date: April 115, 2010  |
|   | State Contractor Lic. No.: 423419   |
| Corporation   | Classification: A & C16   |
| Indicate Type of Entity: Sole Proprietorship,   | Expiration Date: May 31, 2010   |
| Partnership (General/Limited Partners),   | Federal I. D. No.: 94-2798695   |
| Corporation, Joint Venture, etc.  | Address: 1817 Stone Avenue  |
| l 4 B   | San Jose, CA 95125  |
| I AM MI   |   |
| By:   | Telephone: (408)977-1655  |
| Title: Thad M. Corbett, Vice-President  | ·*************************************  |
|   |   |
| NOTARY On April 22, 2010 before me, Cheryl  | Koeller, Notary Public ,personally appeared (name and title of officer)   |
| Thad M. Corbett   | held hall khbhhlthhld low proved to me on the   |
|   | se name(s) is/she subscribed to the within instrument and   |
|   |   |
|   | me in his/he//th/sif authorized capacity/ie/), and that by  |
|   | (s), or the entity upon behalf of which the person(s) acted,  |
| executed the instrument.  |   |
| •   | aws of the State of California that the foregoing paragraph is  |
| true and correct.   | CHERYL KOELLER  |
| WITNESS my hand and official seal.  | Commission # 1806982  |
| Signature Krous   | (Seal) Notary Public - California   |
| 9   | Value Viale Utility   |
| • •   | My Comm. Expires Jul 19, 2012 Rev. 1/22/08  |
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**Special Provisions** 

5269

## **BIDDER'S BOND**

### KNOW ALL PERSONS BY THESE PRESENTS:

| That we, Pacific Underground Construction, In  | as PRINCIPAL,                                   |  |  |  |
|--|---|--|--|--|
| and First National Insurance Company of America  | , a corporation duly organized under            |  |  |  |
| the laws of the State of Washington  | and duly licensed to become sole surety on      |  |  |  |
| bonds required or authorized by the State of Ca  | alifornia, as SURETY, are held and firmly bound |  |  |  |
| unto the City of San José (hereinafter called t  | he "City"), in the penal sum of TEN PERCENT     |  |  |  |
| (10%) OF THE TOTAL AMOUNT OF THE   | BID of the Principal above named, submitted by  |  |  |  |
| said Principal to the City of San José, for the  | work described below; for the payment of which  |  |  |  |
| sum in lawful money of the United States, well and truly to be made, we bind ourselves, our          |   |  |  |  |
| heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In |   |  |  |  |
| no case shall the liability of the Surety hereunde   | er exceed the sum of                            |  |  |  |
| Ten Percent of Amount Bid  | DOLLARS (\$).                                   |  |  |  |

## THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San José, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San José, City Hall, 200 E. Santa Clara St., Wing, 2<sup>nd</sup> Floor, San José, California 95113, on April 22, 2010, for GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

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| of _ <i>F</i>           | IN WITNESS WHEREOF, v  | ve have hereur     | nto set o | ur hands and seals on this <b>22nd</b> day                       |  |
|-------------------------|--|--------------------|-----------|--|--|
|                         | PRINCIPAL  |                    |           | SURETY   |  |
|                         | Pacific Underground Constructi Legal Company Name                | i <u>o</u> n, Inc. |           | First National Insurance  Company of America  Legal Company Name |  |
|                         | Corporation Indicate Type of Entity                              | _                  |           |  |  |
| Ву                      | Title: Thad M. Corbett<br>Vice-President                         |                    | Ву        | Title: Stacy M. Davis, Attorney-in-fact                          |  |
| Ву                      | Title:   | <b></b>            | Ву        | Title:   |  |
| (Affix Corporate Seals) |  |                    |           |  |  |
|                         | (Attach Acknowledgments of both Principal and Surety signatures) |                    |           |  |  |

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### CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

### State of California

### **County of Santa Clara**

On <u>April 22, 2010</u> before me, <u>Cheryl Koeller, Notary Public</u>, personally appeared <u>Thad M. Corbett</u>, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.



Witness my hand and seal

Cheryl Koeller, Notary Public
My commission expires July 19, 2012

### **OPTIONAL**

(the information below is not required by law)

### **Description of Attached Document:**

Title/Type of Document:
Date of Document:
No. of Pages:
Other Signer(s):

CHERYL KOELLER
Commission # 1806882
Notary Public - California
Santa Clara County
My Comm. Expires Jul 19, 2012

### POWER OF ATTORNEY

| KNOW ALL BY THESE PRESENTS:  | No. 9948  |   |
|--|---|---|
| That FIRST NATIONAL INSURANCE COMPANY OF AMERICA   | , a Washington corporation, does hereby   | appoint   |
| **************************************   | PINNEY; CHERYL A. RIPLEY; NANCY   | L. WALLIS;<br>*******   |
| its true and lawful attorney(s)-in-fact, with full authority to ex undertakings and other documents of a similar character issued NATIONAL INSURANCE COMPANY OF AMERICA thereby as f elected officers at its home office.  | by the company in the course of its bus<br>ully as if such instruments had been duly  | iness, and to bind FIRST executed by its regularly  |
| IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COM   | October   | 2009  |
| this 5th   | day of October  |   |
| Dixter &. Lay  | TAMilolajeusle  | ı`  |
| Dexter R. Legg, Secretary  | Timothy A. Mikolajewski, Vice Pre   | sident  |
| CERTIF   | •   |   |
| Extract from the By-Laws of FIRST NATION   |   |   |
| "Article V, Section 13 FIDELITY AND SURETY BONDS the<br>Vice President appointed for that purpose by the officer in ch-<br>individuals as attorneys-in-fact or under other appropriate titles with<br>bonds and other documents of similar character issued by the con-<br>evidencing such appointment, the signatures may be affixed by facsim-<br>undertaking of the company, the seal, or a facsimile thereof, in<br>provided, however, that the seal shall not be necessary to the valid | arge of surety operations, shall each hauthority to execute on behalf of the conpany in the course of its business On ile. On any instrument conferring such at ay be impressed or affixed or in any of | nave authority to appoint<br>mpany fidelity and surety<br>any instrument making or<br>uthority or on any bond or<br>ther manner reproduced; |
| Extract from a Resolution FIRST NATIONAL INSURANCE COMPA   | of the Board of Directors of NY OF AMERICA adopted July 28, 1970.   |   |
| "On any certificate executed by the Secretary or an assistant secr (i) The provisions of Article V, Section 13 of the By-Law (ii) A copy of the power-of-attorney appointment, execut (iii) Certifying that said power-of-attorney appointment is the signature of the certifying officer may be by facsimile, and the   | s, and<br>ed pursuant thereto, and<br>in full force and effect,   | thereof."   |
| I, Dexter R. Legg , Secretary of FIRST NATIONAL INS foregoing extracts of the By-Laws and of a Resolution of the Boissued pursuant thereto, are true and correct, and that both the Band effect.   | URANCE COMPANY OF AMERICA, do<br>pard of Directors of this corporation, and<br>y-Laws, the Resolution and the Power of A  | d of a Power of Attorney  |
| IN WITNESS WHEREOF, I have hereunto set my hand and affin  | ked the facsimile seal of said corporati  | on  |
| this 22nd  | day of <b>April</b>   |   |
| SEAL 2   | Dexter & Lay<br>Dexter R. Legg, Secret  | ary   |

S-1049/DF 3/09

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California County of \_\_\_Sonoma On April 22, 2010 before me, \_\_\_\_ K. Dixon Wright, Notary Public Here Insert Name and Title of the Officer Stacy M. Davis personally appeared \_\_\_\_ Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the K. DIXON WRIGHT instrument the person(s), or the entity upon behalf of COMM. #1776547 which the person(s) acted, executed the instrument. NOTARY PUBLIC & CALIFORNIA MARIN COUNTY Comm. Exp. NOV. 21, 2011 I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature\_ Place Notary Seal Above - OPTIONAL -Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: Document Date: \_\_\_\_\_\_ Number of Pages: \_\_\_\_\_\_ Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Stacy M. Davis Signer's Name:\_\_\_\_\_ Individual Individual Corporate Officer — Title(s): \_\_\_ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General Partner — □ Limited □ General RIGHTTHUMBPRINT OF SIGNER Attorney in Fact Attorney in Fact Top of thumb here Top of thumb here Trustee Trustee Guardian or Conservator Guardian or Conservator Other:\_\_\_ Other: Signer Is Representing: \_\_\_ Signer Is Representing: \_ First National Insurance Company of America

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# LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San José Standard Specifications, July 1992.

|                               |      | <br> |   | <br> |   | <br> | <br><del>,                                    </del> | <br> |
|-------------------------------|------|------|---|------|---|------|--|------|
| PORTHON OF WORK               |      |      |   |      |   |      |  |      |
| LOCATION OF PLACE OF BUSINESS |      |      |   |      | · |      |  |      |
| NAME OF SUBCONTRACTOR         | NONE |      | · |      |   |      |  |      |

# LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San José Standard Specifications, July 1992.

| <b>3K</b>                     |      |   |  |   |  |   |   |   |   |   |   |   |
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| PORTION OF WORK               |      |   |  |   |  |   |   |   |   |   |   |   |
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| EOCATION OF PLACE OF BUSINESS |      | , |  | , |  | - |   |   | •                                       |   | ٠ |   |
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| RACTOR                        | •    |   |  | 1 |  |   |   | • | *************************************** |   |   |   |
| NAME OF SUBCONTRACTOR         | Ш    |   | THE THE TAXABLE PROPERTY OF TAXABLE PR |   | The state of the s |   |   | , |   |   |   |   |
| NAME OF                       | NONE |   | -  | ٠ |  |   |   |   |   |   |   |   |

## STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

| PROJECT NAME |             | AGENCY/ENT | <u>ITY</u> | CONTRAC | T AMOUNT                              |
|--------------|-------------|------------|------------|---------|---------------------------------------|
| Se           | ee attached |            |            |         |                                       |
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## STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

| PROJECT NAME | AGENCY/ENTITY | CONTRACT AMOUNT |  |  |  |
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| see attached |               |                 |  |  |  |
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# Pacific Underground Construction, Inc. Job History 4.22.2010

| Amount         | Project Description   | General Contractor  | Contact                                  |
|----------------|---|---|--|
| \$ 486,572.00  | Blossom Hill Elementary<br>Modernizations and Additions,<br>Contract 006073               | S.J. Amoroso Construction,<br>Inc.<br>390 Bridge Parkway  | Craig Ellis (650)654-1900                |
|                | 16400 Blossom Hill Road<br>Los Gatos, CA 95053<br>Completion Date: 01/2008                | Redwood Shores, CA 94065  | fax (650)654-9002                        |
| \$ 419,618.00  | Dewitt Avenue Sewer Rehabilitation Morgan Hill, CA Completion Date: 12/2004               | City of Morgan Hill<br>17555 Peak Avenue<br>Morgan Hill, Ca 95037   | Yat Cho<br>(408) 776-7337                |
| \$ 881,760.00  | Purissima Hills Water Main Project<br>2003<br>Los Altos Hills<br>Completion Date: 04/2004 | Purissima Hills Water<br>District<br>26375 Fremont Rd.<br>Los Altos, CA 94022                                     | Patrick Walter (650) 948-1217            |
| \$5,612,000.00 | SLAC Underground Utilities Upgrades<br>Menlo Park, CA<br>Completion Date: 05/2009         | Stanford Linear Accelerator<br>Center<br>Stanford University<br>2575 Sand Hill Road, M/S 22<br>Stanford, CA 94025 | Harry K. Shin,<br>P.E.<br>(650) 926-4311 |
| \$ 965,175.00  | Lower Sneath Lane Trunk Sewer<br>San Bruno, CA<br>Completion Date: 08/2004                | City of San Bruno<br>567 El Camino<br>San Bruno, Ca 94066   | Merrill Buck<br>(650) 616-7065           |
| \$1,995,841.00 | Stanford Football Stadium 635 Nelson Road Stanford, CA 94305 Completion Date: 09/2006     | Vance Brown, Inc.<br>3197 Park Blvd.<br>Palo Alto, CA 94306   | Rodney E.<br>Humble<br>(650) 849-9900    |
| \$ 606,700.00  | McKee/Toyon Underground Utilities<br>San Jose, Ca<br>Completion Date: 10/2004             | City of San Jose Dept. of Public Works 801 North First Street Room 320 San Jose, CA 95110                         | Fidel Castro<br>408-998-6047             |
| \$ 241,952     | Pinewood Lower Campus 477 Fremont Avenue Los Altos, CA 94024 Completion Date: 11/2008     | Vance Brown, Inc.<br>3197 Park Boulevard<br>Palo Alto, CA   | (650)849-9900<br>fax (650)849-<br>9908   |
| \$1,515,609.00 | Paradise Park Water Main Replacement<br>Santa Cruz, CA<br>Completion Date: 04/2008        | Paradise Park Masonic Club<br>211 Paradise Park<br>Santa Cruz, CA 95060   | Bill Lind<br>(831)423-1530               |
| \$ 500,000.00  | Stanford University Annual Contract Maintenance and Repairs Completion Date: Annual       | Stanford University<br>655 Serra St.<br>Stanford, CA 94305  | Richard Souza (650) 723-1300             |
| \$5,075,000.00 | Hellyer-Piercy Improvement Distr.99-218SJ Completion Date: 06/2003                        | Pavex Construction For the City of San Jose   | Hector Corona (650)725-2473              |
| \$ 242,000.00  | CTS Chilled Water Addition Sewer Improvements Completion Date: 03/2008                    | Stanford University<br>655 Serra St.<br>Stanford, CA 94305  | Joe Kearney (650)725-5498                |

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